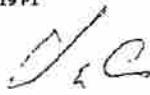


## EXHIBIT B



## ASSET PURCHASE AND ASSIGNMENT AGREEMENT

This Asset Purchase and Assignment Agreement ("Agreement"), effective March 21, 2019 ("Effective Date"), is entered into by and between Yellowcake, Inc., a California corporation ("Buyer"), and Jesus Chavez, Sr., dba Enoch Records ("Seller"). Buyer and Seller are referred to herein jointly as "Parties" and individually as "Party."

### RECITALS

A. Seller is the sole owner of, and holds exclusive title to, the masters of the compositions identified on Exhibit A hereto ("Catalog").

B. Pursuant to the terms and conditions of this Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer the entirety of the ownership in the rights, title and interests in the Catalog, free and clear of all Claims (defined below). The sale described in this Agreement does not include the publishing rights associated with the Catalog.

C. Buyer desires to purchase and acquire the Catalog, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. Recitals. The Recitals are true and correct and are incorporated into this Agreement.

2. Exhibits and Definitions. The Exhibits hereto are incorporated into, and made a part of, this Agreement. The defined terms identified in the Exhibits shall have the same meanings in this Agreement, unless specifically stated otherwise.

3. Purchase and Sale.

a. Pursuant to the terms and conditions of this Agreement, as of the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, and accept the assignment, transfer and conveyance of, the entirety of the ownership in the rights, title and interests in Catalog, free and clear of all Claims. The sale described in this Agreement does not include the publishing rights associated with the Catalog.

b. Following the Closing, Buyer may make any and all adaptations, changes, dramatizations, translations, edits and arrangements (collectively, "Adaptations") to the Catalog and the titles thereof, or any part thereof, Buyer shall have the exclusive right to copyright the Catalog and any Adaptations and retain all rights therein, whether now known or hereafter devised, throughout the universe, for the full term of copyright protection therein (and the right to renew and extend and restore any such copyright thereon), and Buyer shall have the right to use the Catalog and Adaptations for any commercial purpose. As referred to herein, the term "Catalog" shall include the Adaptations.

c. Seller understands and agrees that, after the Closing, if Buyer discovers additional Works and any other items that are part of the Catalog, the additional Works or other

*J.C.*

items shall immediately be deemed part of the Catalog without any further action by either Party, the discovering Party shall provide notice thereof to the other Party, and the Parties shall amend or replace Exhibit A to include the additional Works or other items in the Catalog.

d. Seller understands and agrees that, after the Closing, Buyer shall be solely entitled to collect and receive any and all royalties and all other sources of income revenue from any party or source, generated by, or derived from, the Catalog, whether uncollected prior to the Closing or accruing on or after the Closing ("Catalog Revenue").

4. Assumption of Liabilities. Buyer is not assuming, and Seller shall retain, satisfy and discharge, all liabilities arising out of or relating to Seller's ownership of the Catalog prior to and including the Closing, which liabilities shall remain the sole responsibility of Seller.

5. Closing. Provided the terms and conditions of this Agreement have been satisfied (or waived in writing by the appropriate Party), the closing ("Closing") of the sale of the Assets shall take place on March 21, 2019, or on such other date as agreed upon by the Parties in writing.

6. Review Period. Buyer hereby waives any due diligence period regarding the Catalog.

7. Purchase Price. The purchase price for the Catalog shall be [REDACTED] ("Purchase Price").

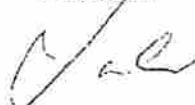
8. Payments. Buyer shall pay the Purchase Price to Seller as follows:

a. Buyer shall deliver [REDACTED] to Seller at the Closing; and

b. Buyer shall deliver [REDACTED] to Seller commencing on May 1, 2019, and continuing on the first day of each month thereafter until paid in full, provided Seller has delivered to Buyer the items identified in Section 11, has complied with the obligations set forth in Section 16, and has satisfied Seller's other obligations as set forth herein.

9. Assignment of Catalog Revenue. As of the Closing, Seller shall be deemed to have assigned to Buyer, fully, finally, and absolutely, all of Seller's rights, title and interests in and to the Catalog Revenue. Following the Closing, Seller shall turn over and deliver to Buyer any and all Catalog Revenue within five (5) calendar days after Seller's receipt thereof for as long as Seller continues to receive Catalog Revenue. Seller shall execute the General Assignment and Bill of Sale of Catalog (attached hereto as Exhibit B) and the General Assignment and Bill of Sale of Catalog Revenue (attached hereto as Exhibit D) to confirm Seller's assignment of the Catalog Revenue to Buyer.

10. Further Assurances and Post-Closing Cooperation. At any time or from time to time after the Closing, at Buyer's request, at no cost to Buyer and without further consideration, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may deem necessary or desirable in order effectively to transfer, convey and assign to Buyer, and to confirm Buyer's title to, the Catalog and, to the fullest extent permitted by law, to put Buyer in actual possession and control of the Catalog, and, in accordance with this Agreement, to assist Buyer in exercising all rights with respect thereto and otherwise to cause Seller to fulfill Seller's obligations under this Agreement. Upon Seller's failure promptly to



do so within ten (10) business days of Buyer's written request, Seller hereby appoints Buyer as Seller's attorney-in-fact for such purposes (Seller acknowledges that such appointment is irrevocable and shall be deemed to be a power coupled with an interest), with full power of substitution and delegation, concerning all matters relating to the Catalog. Without limiting the foregoing, Seller hereby agrees to execute and deliver to Buyer any Letters of Direction regarding the Catalog as requested by Buyer.

11. Deliveries of Seller. At the Closing, Seller shall, in the manner and form reasonably specified by Buyer, deliver or cause to be delivered to Buyer:

a. The Catalog, free and clear of all liens, encumbrances, claims, clouds, charges, equities, attachments, security interests, pledges, leasehold interests, encumbrances, distribution interests or rights, licensing interests or rights, or any other rights or claims of others or imperfections of title of any kind relating to all or any portion of the Catalog (collectively, "Claims").

b. (i) This Agreement duly executed; (ii) the duly-executed General Assignment and Bill of Sale of Catalog, in the form attached as Exhibit B hereto ("General Assignment of Catalog"); (iii) the duly-executed Copyright/Trademark Assignment Agreement for the Catalog, which may be recorded with the United States Copyright Office and/or the United States Patent and Trademark Office, in the form attached as Exhibit C hereto ("Copyright/Trademark Assignment"); (iv) the duly-executed Assignment of Catalog Revenue, in the form attached as Exhibit D hereto ("Catalog Revenue Assignment"); and (v) if necessary, such other good and sufficient instruments of conveyance, assignment and transfer, in form and substance reasonably acceptable to Buyer's counsel, as shall be effective to vest in Buyer, good and valid title in and to the Catalog as stated above. The General Assignment of Catalog, the Copyright/Trademark Assignment, the Catalog Revenue Assignment, and the other instruments referred to in clause (v) are collectively referred to herein as the "Collateral Agreements."

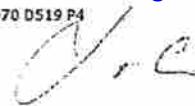
c. The Letter of Direction in the form attached hereto as Exhibit E hereto.

d. All such other assignments and other instruments as, in the reasonable opinion of Buyer's counsel, are necessary to vest in Buyer good, valid and marketable title to the Catalog as described herein.

12. Deliveries of Buyer. At the Closing, Buyer shall deliver to Seller (a) the Purchase Price, (b) this Agreement duly executed, and (c) the Collateral Agreements duly executed. The Purchase Price shall be paid by check or wire transfer as directed by Seller.

13. Representations and Warranties of Seller. Seller hereby represents, covenants and warrants to Buyer, as of the Closing, as follows:

a. Authority. Seller is authorized to enter into this Agreement, has all requisite power and authority to enter into this Agreement and the Collateral Agreements and, subject to satisfaction or waiver by Buyer of any conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Collateral Agreements and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller, and no further action is required on the part of Seller to authorize the execution of the Agreement and the Collateral Agreements and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller, and constitutes the valid and binding obligations of Seller enforceable against Seller in accordance with its terms.



b. No Violation. Neither the execution and delivery of this Agreement, nor the consummation by Seller of the transactions contemplated by this Agreement and the Collateral Agreements: (i) violate any law, judgment, order, decree, rule or regulation applicable to Seller, (ii) violate the provisions of Seller's formation or governance documents; (iii) require any authorization, consent, approval, exemption or other action by any Governmental Entity (defined below) or other third party, or (iv) violate or conflict with, or constitutes a default under, any contract, commitment, or agreement or restriction of any kind or character to which Seller is a party or by which Seller or any of Seller's assets may be bound which could adversely affect the transactions contemplated by this Agreement and the Collateral Agreements.

c. Governmental Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission (each, a "Governmental Entity") is required by or with respect to Seller in connection with the execution and delivery of this Agreement and the Collateral Agreements by Seller or the consummation by Seller of the transactions contemplated hereby.

d. Restrictions on Transaction. There is no agreement, commitment, judgment, injunction, order or decree to which Seller is a party binding upon the Catalog which has or may have the effect of prohibiting the consummation of the transactions contemplated hereby or impairing Buyer's use or ownership of the Assets after the Closing.

e. Title to Catalog and Encumbrances. Immediately prior to the Closing, Seller shall be the only owner of, and shall have good and marketable title to, the entirety of the Catalog defined in Exhibit A hereto, free and clear of all Claims and, upon the Closing, Buyer shall receive good and marketable title to the entirety of the ownership in the Catalog, free and clear of all Claims, subject only to the publishing rights associated with the Catalog. Prior to the Closing, Seller has and shall have, at Seller's expense, terminated any licensing or distribution rights or agreements regarding the Catalog, and Seller has and shall satisfied all payments based on guild or union agreements, including without limitation, the American Federation of Musicians and the American Federation of Television and Radio Artists, and any other party relating to the Catalog through the Closing. Moreover, Seller has and shall have fully, absolutely and timely paid all recording costs and expenses in connection with the Catalog through the Closing. After the Closing, Seller shall be able to own and use its rights, title and interests in, and to, the Catalog pursuant to this Agreement and in the same manner the Seller did prior to the Closing.

f. Hyphy Distribution. On or about August 20, 2013, Seller entered into a verbal agreement with Hyphy Music Inc. ("Hyphy"), a California corporation, to monetize one album, named "NACI CON SUERTE DE REY," for a period of three (3) years. Hyphy paid Seller an advance of Twenty Thousand Dollars (\$20,000) and Hyphy was entitled to retain thirty-five percent (25%) of the revenue generated from this album after it recovered its advance to Seller. Hyphy was obligated to turn over the balance of the income generated by this album to Seller and provide Seller with reports of the income generated by this album and the payments made therefrom. Seller represents that this right granted to Hyphy expired in or about August of 2016 and Hyphy has no other claims, past or present, in any portion of the Catalog.

g. Taxes. There is no requirement under applicable law (applicable to Seller or the Catalog) that any taxes be withheld on the Purchase Price payable to Seller hereunder, and Seller shall be solely responsible for all taxes payable in connection with its receipt of the Purchase Price.

h. Litigation. There is no action, suit, claim or proceeding of any nature pending or threatened against Seller which relates to the Catalog, nor is there any basis for any such action, claim, suit or proceeding, including any claim by any copyright proprietor that relates or may relate to any so-called "sampled" material contained in the Works.

i. Compliance with Laws. Seller has complied with, is not in violation of, and has not received any notices of violation with respect to, any applicable laws in any jurisdiction, U.S. or foreign, with respect to its ownership of the Catalog.

j. Originality of Works. The Works are and shall be new and original and shall not be an imitation or copy of any other material, the Works are and shall be capable of copyright protection throughout the universe, and the Works do not and shall not violate or infringe upon any common law or statutory right, U.S. or foreign, of any party, including, without limitation, contractual rights, trademarks, copyrights and rights of privacy, or constitute unfair competition. Furthermore, Seller has obtained and will obtain all necessary consents and permissions for Buyer to release, distribute and exploit the Catalog, including any and all Works by any means, in any manner or media now known or hereafter devised, including all rights to mechanically record the Works.

k. Representations Complete. None of the representations or warranties made by Seller, nor any statement made in any Exhibit or certificate furnished by Seller pursuant to this Agreement, contains, or will contain at the Closing, any untrue statement of a material fact, or omits or will omit at the Closing to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

14. Representations and Warranties of Buyer. Buyer hereby represents, covenants and warrants to Seller as of the Effective Date and as of the Closing, as follows:

a. Organization, Good Standing and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Buyer has all necessary powers to own its properties and to carry on its business as now owned and operated, and is duly qualified to transact business and is in good standing in all jurisdictions in which the nature of its business or the character or location of its properties make such qualification necessary.

b. Authority. Buyer is authorized to enter into this Agreement, has all requisite power and authority to enter into this Agreement and the Collateral Agreements and, subject to satisfaction or waiver of any conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and constitutes the valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

c. No Violation. Neither the execution and delivery of this Agreement, nor the consummation by Buyer of the transactions contemplated by this Agreement and the Collateral Agreements: (i) violate any law, judgment, order, decree, rule or regulation applicable to Buyer, (ii) violate the provisions of Buyer's formation or governance documents, (iii) require any authorization, consent, approval, exemption or other action by any Governmental Entity or other third party, or (iv) violate or conflict with, or constitutes a default under, any contract, commitment, or agreement or restriction of any kind or character to which Buyer is a party or by

which Buyer or any of its assets may be bound which could adversely affect the transactions contemplated by this Agreement and the Collateral Agreements.

15. Covenants of Seller.

a. No Transfer or Material Adverse Change. Between the Effective Date and the Closing, Seller shall not: (i) assign, sell, license or transfer any Work or other item comprising the Catalog; (ii) fail to notify the Buyer promptly in the event of any material adverse change in the Catalog or of an event which would render untrue or incomplete any of Seller's representations and warranties herein; or (iii) do or agree to do, or fail to do, anything which would cause a material adverse change in the Catalog.

b. No Negotiations with Others. Between the Effective Date and the Closing, Seller shall not initiate, solicit or participate in any inquiries or making any proposals with respect to, or engaging in negotiations concerning, or providing any confidential information or data to, or having any discussions with any other person or entity relating to, any acquisition or purchase of all or any portion of the Catalog. Upon the Effective Date, Seller will immediately cease, and cause to be terminated, any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any of the foregoing.

c. Remedies. In the event of any breach by Buyer of this Agreement, Seller will be limited to Seller's remedies at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, licensing, publishing, exploitation or advertising of all or any portion of the Catalog or any materials in connection therewith by Buyer or its assignees or licensees.

d. Post-Closing. After the Closing, Buyer shall be able to exercise all rights associated with the Catalog pursuant to the terms and conditions of this Agreement in the same manner as Seller did prior to the Closing.

16. Conditions to Obligations of Buyer. The obligations of Buyer hereunder to consummate and effect the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions by Seller (all or any of which may be waived in whole or in part by Buyer in its sole and absolute discretion):

a. Representations and Warranties. Each of the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing.

b. Performance. Seller shall have performed and complied with, in all material respects, each agreement, covenant and obligation required by this Agreement and the Collateral Agreements to be so performed or complied with by Seller at or before the Closing.

c. No Material Adverse Change. No material adverse change shall have occurred subsequent to the Effective Date with respect to the Catalog, nor shall any event or circumstance have occurred which would result in a material adverse change to the Catalog.

d. Orders and Laws. There shall not be in effect on the Closing any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

e. Actions and Proceedings. There shall be no action or proceeding of any nature pending or threatened against Seller or the Catalog arising out of, or in any way connected with, the transactions contemplated hereby.

f. Deliveries. Seller shall have duly and validly executed this Agreement and all Collateral Agreements, and delivered the same to Buyer.

17. Conditions to Obligations of Seller. The obligations of Seller hereunder to consummate and effect the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Seller's in its absolute discretion):

a. Representations and Warranties. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the Closing.

b. Performance. Buyer shall have performed and complied with, in all material respects, each agreement, covenant and obligation required by this Agreement to be so performed or complied with by Buyer at or before the Closing.

c. Deliveries. Buyer shall have duly and validly executed this Agreement and all Collateral Agreements, and delivered the same to Seller.

18. Indemnification.

a. Indemnification by Seller. Seller shall indemnify, defend and hold Buyer and its employees, officers, shareholders, directors, agents, representatives, licensees, assignees and/or affiliates ("Buyer Indemnified Parties") harmless against all claims, losses, liabilities, damages, deficiencies, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses of investigation and defense (hereinafter individually a "Loss" and collectively "Losses"), paid, sustained, incurred or accrued by any Buyer Indemnified Party, or any of them, directly or indirectly, based upon third party claims or actions relating to, or arising out of, (i) any breach or inaccuracy of any representation or warranty of Seller contained in this Agreement, any Collateral Agreement or any document, certificate or instrument delivered in connection herewith or therewith, (ii) the assertion by any third party on or after the Effective Date that it has any interest of Claim in the Catalog (including, but not limited to, any ownership interest or licensing, distribution or publishing rights in the Catalog or any portion thereof), (iii) any failure by Seller to perform or comply with any covenant contained in this Agreement, any Collateral Agreement or any document, certificate or instrument delivered in connection herewith or therewith, (iv) any and all liabilities and obligations of any kind whatsoever, whether accrued, absolute, contingent, liquidated or unliquidated, matured or unmatured, known or unknown, relating to, or arising out of the ownership or use of the Catalog, and (v) any and all liabilities and obligations of any kind whatsoever, whether accrued, absolute, contingent, liquidated or unliquidated, matured or unmatured, known or unknown, relating to, or arising out of any acts or omissions of Seller regarding the Catalog, whether accruing before or after the Closing.

b. Indemnification by Buyer. Buyer shall indemnify, defend and hold Seller and his successors, heirs and permitted assigns ("Seller's Indemnified Parties") harmless against all Losses paid, sustained, incurred or accrued by any Seller's Indemnified Party, or any of them, directly or indirectly, based upon third party claims or actions relating to or arising out of the following, except to the extent such Losses arise from or are related to the matters set forth in Seller's representations, warranties, covenants and/or agreements made under this

Agreement: (i) any breach or inaccuracy of any representation or warranty of Buyer contained in this Agreement, any Collateral Agreement or any other document, certificate or instrument delivered in connection herewith or therewith; (ii) any failure by Buyer to perform or comply with any covenant contained in this Agreement, any Collateral Agreement or any document, certificate or instrument delivered in connection herewith or therewith; (iii) Buyer's ownership or use of the Catalog following the Closing, and (iv) any and all liabilities and obligations of any kind whatsoever, whether accrued, absolute, contingent, liquidated or unliquidated, matured or unmatured, known or unknown, relating to, or arising out of any acts or omissions of Buyer regarding the Catalog, accruing after the Closing.

19. General.

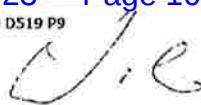
a. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

b. Notices. Any notice, demand, request, consent, approval, or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing and served personally or sent by facsimile, by electronic mail, by prepaid first-class mail, provided a return receipt is requested and received, or by overnight delivery courier. Any notice given pursuant to this Section 19.b shall be deemed given when personally delivered, three (3) days after deposit with the United States Postal Service, postage prepaid, return receipt requested, upon confirmation of the successful facsimile or electronic mail transmission thereof (except that if such confirmation indicates the transmission was received after 5:00 p.m., it shall be deemed received the next business day) or when delivery is confirmed according to the overnight delivery courier's tracking system. Any notice, demand, request, consent, approval, or other communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth in the signature block below or at such other address as a Party subsequently identifies in writing.

c. Entire Agreement, Modification and Waiver. This Agreement (including all Exhibits attached to this Agreement, which are incorporated herein by this reference) sets forth the entire agreement of the Parties hereto with respect to the matters contained herein, and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless it is in writing and executed by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is in writing and executed by the Party making the waiver.

d. Expenses. Whether or not the transactions contemplated hereby are consummated, Parties shall pay their own costs and expenses incurred, or to be incurred, in negotiating and preparing this Agreement and in consummating the transactions contemplated hereby.

e. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to principles of conflicts of law. The Parties agree that the Stanislaus County Superior Court ("Court") shall be the exclusive venue for any and all lawsuits, proceedings or actions arising out of or relating to this Agreement. The Parties agree to submit themselves to the exclusive jurisdiction of the Court with respect to any lawsuit, proceeding or action.



f. Binding Effect and Assignment. All of the terms, provisions and obligations of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Seller hereby consents to Buyer assigning this Agreement and any and all rights thereunder to any party that Buyer determines in Buyer's sole and absolute discretion.

g. Relationship. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create any agency, partnership, joint venture or trust.

h. Severability. If any provision of the Agreement is held to be invalid or unenforceable at law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the Parties, or, if that cannot be done, that provision will be severed from the Agreement without affecting the validity or enforceability of the remaining provisions.

i. Binding Effect and Assignment. All of the terms, provisions and obligations of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Seller hereby consents to Buyer assigning this Agreement and any and all rights thereunder to any party that Buyer determines in Buyer's sole and absolute discretion.

j. Attorneys' Fees and Costs. In the event it shall become necessary to consult with an attorney or to commence a suit or arbitration or bring a motion or proceeding, whether judicial or administrative, in connection with the enforcement of any provision of this Agreement, or any right granted herein, the prevailing Party or Parties shall be entitled, in addition to such other relief as may be granted, to recover the actual costs and reasonable attorneys' fees incurred therein from the other Party or Parties.

k. Extension and Waiver. At any time prior to the Closing, Buyer or Seller may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (iii) waive compliance with any of the agreements or conditions for the benefit thereof contained herein, except that the Closing and any extensions or changes thereto shall be governed by the provisions of Section 5 above. Any agreement on the part of a Party hereto to any such extension or waiver under this Section 17.k shall be valid only if set forth in an instrument in writing signed by all of the Parties hereto.

l. Construction. The Parties hereto have each participated in the negotiation and preparation of this Agreement and all Collateral Agreements. Accordingly, each Party hereby waives the protection or benefit of any law, judicial precedent or other legal principle which provides that contractual ambiguities are to be construed against the Party who drafted the provision in question.

m. Counterparts and Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Any signed counterpart may be delivered by any Party by facsimile, pdf, electronic mail or any other electronic means, and any such counterpart shall be deemed an original thereof.

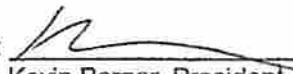
(Signatures appear on the next page.)

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the Effective Date.

BUYER

YELLOWCAKE, INC.,  
a California corporation

By:

  
Kevin Berger, President

Address: 701 East Canal Drive  
Turlock, CA 95380  
Email: yellowcakecorp@gmail.com  
Facsimile: (209) 667-5717

SELLER

  
Jesus Chavez, Sr., dba  
Enoch Records

Address: 5196 E. Drummond Ave  
Fresno, CA 93725  
Telephone: (559) 720-3291

Exhibit A  
to  
Asset Purchase and Assignment Agreement

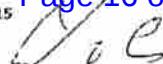
Catalog

List of Masters

Mariachi - Los Originales De San Juan.zip  
 Naci Con Suerte de Rey - Los Originales De San Juan.zip  
 Desde la Cantina de Mi Barrio - Los Originales De San Juan.zip  
 Nuestra Historia (En Vivo) - Los Originales De San Juan.zip  
 Corridos de Poca M - Los Originales De San Juan.zip  
 Celebrando 39 - Los Originales De San Juan.zip  
 El Campesino - Los Originales De San Juan.zip  
 15 Corridos Inmortales - Los Originales De San Juan.zip  
 50 Mentadas [Explicit] - Los Originales De San Juan.zip  
 Amigos Y Contrarios - Los Originales De San Juan.zip

Catalog	Label	Number	Album Title	Track	Number	Track Title	ISRC	Display Artist
	JC	JC71369	15 Corridos Inmortales	1	Los Principios	QM-6DC-19-98934	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	2	Santos Cantul	QM-6DC-19-98935	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	3	El Regio Traficante	QM-6DC-19-98936	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	4	Se Les Pelol Baltazar	QM-6DC-19-98937	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	5	Juan Martha	QM-6DC-19-98938	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	6	El Rayo de Sinaloa	QM-6DC-19-98939	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	7	El Cabo de Michoacan	QM-6DC-19-98940	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	8	El Corrido de los Perez	QM-6DC-19-98941	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	9	El Malvado	QM-6DC-19-98942	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	10	La Raza Contenta	QM-6DC-19-98943	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	11	Charlando Con la Muerte	QM-6DC-19-98944	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	12	Gallo de Raza Flia	QM-6DC-19-98945	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	13	El Preso de Nuevo Leon	QM-6DC-19-98946	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	14	Juan Perez	QM-6DC-19-98947	Los Originales De San Juan	
	JC	JC71369	15 Corridos Inmortales	15	El Corrido de Joselo	QM-6DC-19-98948	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	1	50 Mentadas	QM-6DC-19-98949	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	2	El Costal Lleno de Piedras	QM-6DC-19-98950	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	3	NI por Todo el Dinero del Mundo	QM-6DC-19-98951	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	4	Volver a Vivir	QM-6DC-19-98952	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	5	El Ahijado de la Muerte	QM-6DC-19-98953	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	6	El Fierros	QM-6DC-19-98954	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	7	Don Miguel Maganifa	QM-6DC-19-98955	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	8	Maldito Compadre	QM-6DC-19-98956	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	9	Maldito Vicio	QM-6DC-19-98957	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	10	Per Algulen	QM-6DC-19-98958	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	11	El Tartanero	QM-6DC-19-98959	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	12	Corre y Olle	QM-6DC-19-98960	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	13	La Muerte de Manuelon	QM-6DC-19-98961	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	14	Falsa y Mentirosa	QM-6DC-19-98962	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	15	Fiesta en Mi Rancho	QM-6DC-19-98963	Los Originales De San Juan	
	JC	JC71376	50 Mentadas	16	Regalo Equivocado	QM-6DC-19-98964	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	1	Amigos Y Contrarios	QM-6DC-19-98965	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	2	El Tucan	QM-6DC-19-98966	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	3	El Buchon	QM-6DC-19-98967	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	4	El Puma De Tlazacaca	QM-6DC-19-98968	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	5	Custodio Alvarez	QM-6DC-19-98969	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	6	Dos Perros Malnacidos	QM-6DC-19-98970	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	7	Roland Junior	QM-6DC-19-98971	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	8	Javier Guerrero	QM-6DC-19-98972	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	9	Hugo Salazar	QM-6DC-19-98973	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	10	Hoy Que Mis Hijos Se Fueron	QM-6DC-19-98974	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	11	Jesus Herrera	QM-6DC-19-98975	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	12	Corrido Del Mochis	QM-6DC-19-98976	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	13	Hartate Mugroso	QM-6DC-19-98977	Los Originales De San Juan	
	JC	JC71383	Amigos Y Contrarios	14	La Carrera	QM-6DC-19-98978	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	1	El Dia Que Me Dejaste	QM-6DC-19-98979	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	2	Tragos Amargos	QM-6DC-19-98980	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	3	Los Consejos	QM-6DC-19-98981	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	4	Tomando Licores	QM-6DC-19-98982	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	5	Mujer Bonita	QM-6DC-19-98983	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	6	EnsenJame a Olvidar	QM-6DC-19-98984	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	7	Vaclando Botellas	QM-6DC-19-98985	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	8	La Palomita	QM-6DC-19-98986	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	9	Te Llevaste	QM-6DC-19-98987	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	10	Corazones Rotos	QM-6DC-19-98988	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	11	El Sinaloense	QM-6DC-19-98989	Los Originales De San Juan	
	JC	JC71390	Celebrando 39	12	Celebrando	QM-6DC-19-98990	Los Originales De San Juan	
	JC	JC71406	Corridos de Poca M	1	El Carlichi	QM-6DC-19-98991	Los Originales De San Juan	
	JC	JC71406	Corridos de Poca M	2	Sin Fortuna	QM-6DC-19-98992	Los Originales De San Juan	
	JC	JC71406	Corridos de Poca M	3	El Fantasma	QM-6DC-19-98993	Los Originales De San Juan	
	JC	JC71406	Corridos de Poca M	4	Javier Fernandez	QM-6DC-19-98994	Los Originales De San Juan	
	JC	JC71406	Corridos de Poca M	5	El Original	QM-6DC-19-98995	Los Originales De San Juan	
	JC	JC71406	Corridos de Poca M	6	Manuel Gonzalez	QM-6DC-19-98996	Los Originales De San Juan	

JC	JC71406	Corridos de Poca M	7	Amanda Varela	QM-6DC-19-98997	Los Originales De San Juan
JC	JC71406	Corridos de Poca M	8	Cuando Se Nace Rico	QM-6DC-19-98998	Los Originales De San Juan
JC	JC71406	Corridos de Poca M	9	Mi Viejo	QM-6DC-19-98999	Los Originales De San Juan
JC	JC71406	Corridos de Poca M	10	Tan Solo Penas	QM-6DC-19-99000	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	1	Mi Ultimo Deseo (En Vivo)	QM-6DC-19-99001	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	2	La Peda (En Vivo)	QM-6DC-19-99002	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	3	Paloma en Su Nido (En Vivo)	QM-6DC-19-99003	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	4	El Morralito (En Vivo)	QM-6DC-19-99004	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	5	Lineas de a Metro (En Vivo)	QM-6DC-19-99005	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	6	Naci Con Suerte de Rey (En Vivo)	QM-6DC-19-99006	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	7	El Tequillero (En Vivo)	QM-6DC-19-99007	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	8	El Clavo (En Vivo)	QM-6DC-19-99008	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	9	El Jabali (En Vivo)	QM-6DC-19-99009	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	10	Con una Copia en MI Mano (En Vivo)	QM-6DC-19-99010	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	11	La Cantina de MI Barrio (En Vivo)	QM-6DC-19-99011	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	12	El Carlichi (En Vivo)	QM-6DC-19-99012	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	13	La Vida Prestada (En Vivo)	QM-6DC-19-99013	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	14	Fuliste Todo para MI (En Vivo)	QM-6DC-19-99014	Los Originales De San Juan
JC	JC71413	Desde la Cantina de Mi Ba	15	Ellado Mora (En Vivo)	QM-6DC-19-99015	Los Originales De San Juan
JC	JC71420	El Campesino	1	El Campesino	QM-6DC-19-99016	Los Originales De San Juan
JC	JC71420	El Campesino	2	Solo Olos	QM-6DC-19-99017	Los Originales De San Juan
JC	JC71420	El Campesino	3	El Arbol	QM-6DC-19-99018	Los Originales De San Juan
JC	JC71420	El Campesino	4	El Panqueado	QM-6DC-19-99019	Los Originales De San Juan
JC	JC71420	El Campesino	5	Dinero Manchado	QM-6DC-19-99020	Los Originales De San Juan
JC	JC71420	El Campesino	6	Corrido del Cach	QM-6DC-19-99021	Los Originales De San Juan
JC	JC71420	El Campesino	7	El Corrido de Camilo	QM-6DC-19-99022	Los Originales De San Juan
JC	JC71420	El Campesino	8	El Martelito	QM-6DC-19-99023	Los Originales De San Juan
JC	JC71420	El Campesino	9	Chicano Jalidence	QM-6DC-19-99024	Los Originales De San Juan
JC	JC71420	El Campesino	10	Miguel Fuentes	QM-6DC-19-99025	Los Originales De San Juan
JC	JC71420	El Campesino	11	En una Cajita de Oro	QM-6DC-19-99026	Los Originales De San Juan
JC	JC71420	El Campesino	12	Mis Hijos Son MI Tesoro	QM-6DC-19-99027	Los Originales De San Juan
JC	JC71420	El Campesino	13	Marill	QM-6DC-19-99028	Los Originales De San Juan
JC	JC71420	El Campesino	14	Suplica de un Padre	QM-6DC-19-99029	Los Originales De San Juan
JC	JC71437	Marlachi	1	Me Voy	QM-6DC-19-99030	Los Originales De San Juan
JC	JC71437	Marlachi	2	Amigo Martin	QM-6DC-19-99031	Los Originales De San Juan
JC	JC71437	Marlachi	3	Segundo Lugar	QM-6DC-19-99032	Los Originales De San Juan
JC	JC71437	Marlachi	4	El Huernantito	QM-6DC-19-99033	Los Originales De San Juan
JC	JC71437	Marlachi	5	Nube Vlajera	QM-6DC-19-99034	Los Originales De San Juan
JC	JC71437	Marlachi	6	No Te Puedes Ir	QM-6DC-19-99035	Los Originales De San Juan
JC	JC71437	Marlachi	7	Padre	QM-6DC-19-99036	Los Originales De San Juan
JC	JC71437	Marlachi	8	Que Bueno	QM-6DC-19-99037	Los Originales De San Juan
JC	JC71437	Marlachi	9	Que Te Vaya Bonito	QM-6DC-19-99038	Los Originales De San Juan
JC	JC71437	Marlachi	10	Tu Camino y El Mio	QM-6DC-19-99039	Los Originales De San Juan
JC	JC71437	Marlachi	11	Ya Es Por Demas	QM-6DC-19-99040	Los Originales De San Juan
JC	JC71437	Marlachi	12	Cuando Dos Almas	QM-6DC-19-99041	Los Originales De San Juan
JC	JC71437	Marlachi	13	El Ferros	QM-6DC-19-99042	Los Originales De San Juan
JC	JC71437	Marlachi	14	Mi Padre Querido	QM-6DC-19-99043	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	1	Naci Con Suerte de Rey	QM-6DC-19-99044	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	2	Don Miguel Herrera	QM-6DC-19-99045	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	3	Volver a Vivir	QM-6DC-19-99046	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	4	Fiesta en MI Rancho	QM-6DC-19-99047	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	5	Que Bonito	QM-6DC-19-99048	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	6	Que Vuelva Conmigo	QM-6DC-19-99049	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	7	Padre	QM-6DC-19-99050	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	8	Sin Llorar y Como Amigos	QM-6DC-19-99051	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	9	Devuelverme el Corazon	QM-6DC-19-99052	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	10	Que de Raro Tiene	QM-6DC-19-99053	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	11	Tarde	QM-6DC-19-99054	Los Originales De San Juan
JC	JC71444	Naci Con Suerte de Rey	12	Miraron Llorar a Este Hombre	QM-6DC-19-99055	Los Originales De San Juan
JC	JC71451	Nuestra Historia En Vivo	1	El Rey del Crystal (En Vivo)	QM-6DC-19-99056	Los Originales De San Juan
JC	JC71451	Nuestra Historia En Vivo	2	El Aguacatero (En Vivo)	QM-6DC-19-99057	Los Originales De San Juan
JC	JC71451	Nuestra Historia En Vivo	3	El Patas de Diablo (En Vivo)	QM-6DC-19-99058	Los Originales De San Juan
JC	JC71451	Nuestra Historia En Vivo	4	El Cara de Chango (En Vivo)	QM-6DC-19-99059	Los Originales De San Juan
JC	JC71451	Nuestra Historia En Vivo	5	La Raza de Michoacan (En Vivo)	QM-6DC-19-99060	Los Originales De San Juan
JC	JC71451	Nuestra Historia En Vivo	6	La Caspa del Diablo (En Vivo)	QM-6DC-19-99061	Los Originales De San Juan
JC	JC71451	Nuestra Historia En Vivo	7	La Troca del Mono Negro (En Vivo)	QM-6DC-19-99062	Los Originales De San Juan



JC	JC714S1	Nuestra Historia En Vivo	8	Oje de Engordar Maranos (En Vivo)	QM-GDC-19-99063	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	9	El Jardiner (En Vivo)	QM-GDC-19-99064	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	10	El Grande de Michoacan (En Vivo)	QM-GDC-19-99065	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	11	Rey de Reyes (En Vivo)	QM-GDC-19-99066	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	12	Pacas de a Kilo (En Vivo)	QM-GDC-19-99067	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	13	La Muerte de Manuelon (En Vivo)	QM-GDC-19-99068	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	14	El Comido del Charapo (En Vivo)	QM-GDC-19-99069	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	15	Los Cuatro Amigos (En Vivo)	QM-GDC-19-99070	Los Originales De San Juan
JC	JC714S1	Nuestra Historia En Vivo	16	El Numero Gratis (En Vivo)	QM-GDC-19-99071	Los Originales De San Juan

Exhibit B  
to  
Asset Purchase and Assignment Agreement  
General Assignment and Bill of Sale of Catalog

Jesus Chavez, Sr., dba Enoch Records ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, convey, assign and deliver fully, finally and absolutely, to Yellowcake, Inc., a California corporation ("Buyer"), the entirety of the ownership in the rights, title and interests in, and to, the Catalog defined in Exhibit A to that certain Asset Purchase and Assignment Agreement, effective March 21, 2019 ("Asset Purchase Agreement"), by and between Buyer and Seller. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

This General Assignment and Bill of Sale of Catalog is being delivered in connection with the Asset Purchase Agreement and is subject to, and is entitled to the benefits with respect to, the Asset Purchase Agreement. This General Assignment and Bill of Sale of Catalog shall be binding upon and inure to the benefit of Buyer and its respective successors and assigns.

This Assignment may be executed in one or more counterparts. The signatures hereto may be transmitted by facsimile, pdf, electronic mail or other electronic means, each of which shall be deemed an original of this Assignment, and all of which taken together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, this General Assignment and Bill of Sale of Catalog is effective as of March 21, 2019.

BUYER

YELLOWCAKE, INC.,  
a California corporation

By:

  
Kevin Berger, President

Address: 701 East Canal Drive  
Turlock, CA 95380  
Email: yellowcakecorp@gmail.com  
Facsimile: (209) 667-5717

SELLER

  
Jesus Chavez, Sr., dba  
Enoch Records

Address: 5196 E. Drummond Ave  
Fresno, CA 93725  
Telephone: (559) 720-3291

Exhibit C  
to  
Asset Purchase and Assignment Agreement

Copyright / Trademark Assignment of Catalog

This Copyright/Trademark Assignment of Catalog ("Assignment") is entered into by and between Jesus Chavez, Sr., dba Enoch Records ("Seller"), and Yellowcake, Inc., a California corporation ("Buyer"), effective March 21, 2019. In consideration of the payments set forth in the Asset Purchase Agreement (defined below), and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Seller's respective successors, licensees and assigns hereby irrevocably sell, assign, transfer, and convey fully, finally and absolutely, to Buyer and its respective successors, licensees and assigns, the entirety of the ownership in the rights, title and interests in the Catalog defined in Exhibit A to the Asset Purchase Agreement.

This Assignment may be filed in the U.S. Copyright Office and/or the U.S. Patent and Trademark Office.

The Parties have entered into that certain Asset Purchase and Assignment Agreement, effective March 21, 2019 ("Asset Purchase Agreement"), by and between Buyer and Seller, relating to the sale, transfer and assignment of the foregoing rights, which are more fully described in the Asset Purchase Agreement, and this Assignment is expressly made subject to all the terms, conditions, and provisions of the Asset Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

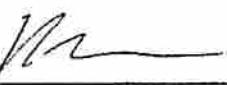
This Assignment may be executed in one or more counterparts. The signatures hereto may be transmitted by facsimile, pdf, electronic mail or other electronic means, each of which shall be deemed an original of this Assignment, and all of which taken together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, this Assignment is effective as of March 21, 2019.

BUYER

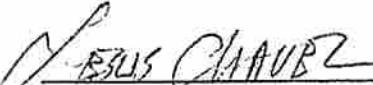
YELLOWCAKE, INC.,  
a California corporation

By:

  
Kevin Berger, President

Address: 701 East Canal Drive  
Turlock, CA 95380  
Email: yellowcakecorp@gmail.com  
Facsimile: (209) 667-5717

SELLER

  
Jesus Chavez, Sr., dba  
Enoch Records

Address: 5196 E. Drummond Ave  
Fresno, CA 93725  
Telephone: (559) 720-3291

Exhibit D  
to  
Asset Purchase and Assignment Agreement

General Assignment and Bill of Sale of Catalog Revenue

Jesus Chavez, Sr., dba Enoch Records ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, convey, assign and deliver fully, finally and absolutely, to Yellowcake, Inc., a California corporation ("Buyer"), the entirety of the ownership in the rights, title and interests in and to all of the revenue generated by the Catalog defined in Exhibit A to the Asset Purchase Agreement (defined below).

The Parties have entered into that certain Asset Purchase and Assignment Agreement, effective March 21, 2019 ("Asset Purchase Agreement"), by and between Buyer and Seller, relating to the sale, transfer and assignment of the foregoing rights, which are more fully described in the Asset Purchase Agreement, and this Assignment is expressly made subject to all the terms, conditions, and provisions of the Asset Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

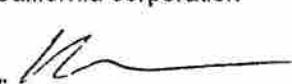
This Assignment may be executed in one or more counterparts. The signatures hereto may be transmitted by facsimile, pdf, electronic mail or other electronic means, each of which shall be deemed an original of this Assignment, and all of which taken together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, this General Assignment and Bill of Sale is effective as of March 21, 2019.

BUYER

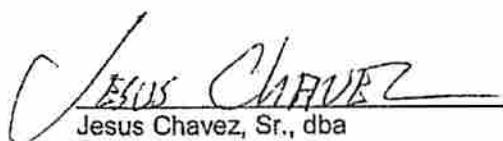
YELLOCAKE, INC.,  
a California corporation

By:

  
Kevin Berger, President

Address: 701 East Canal Drive  
Turlock, CA 95380  
Email: yellowcakecorp@gmail.com  
Facsimile: (209) 667-5717

SELLER

  
Jesus Chavez, Sr., dba  
Enoch Records

Address: 5196 E. Drummond Ave  
Fresno, CA 93725  
Telephone: (559) 720-3291

Exhibit E  
to  
Asset Purchase and Assignment Agreement

Letter of Direction

March 21, 2019

To Whom It May Concern:

Pursuant to that certain written Asset Purchase and Assignment Agreement ("Agreement"), effective March 21, 2019, ("Effective Date") between Jesus Chavez, Sr., dba Enoch Records ("Seller"), and Yellowcake, Inc., a California corporation ("Yellowcake"), Buyer is solely entitled to collect and receive any and all royalties and all other sources of revenue from any party or source, generated by, or derived from, the Catalog (as defined in the Agreement), whether uncollected prior to the Effective Date or accruing on or after the Effective Date ("Catalog Revenue"), and Seller hereby disclaims any and all interests in all such Catalog Revenue.

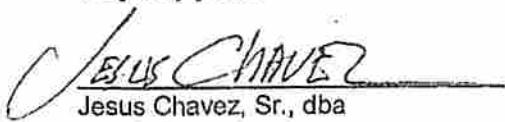
Pursuant to this letter of direction ("LOD"), all Catalog Revenue shall be delivered to Yellowcake at the following address:

Yellowcake, Inc.  
Attn: Kevin Berger, President  
701 East Canal Drive  
Turlock, CA 95380

Additionally, Seller hereby requests that any and all claims asserted by any distributor and/or any party other than Yellowcake, in the Catalog shall be stricken and released, effective March 21, 2019.

Also, as the owner of the Catalog, effective March 21, 2019, Yellowcake is entitled to any and all information, data and records relating to the publication, distribution, license, broadcast or any other use or exploitation of the Catalog or any portion thereof by any means or method and in any format whatsoever, whether any such use occurred before or after the Effective Date. Without limiting the foregoing, effective March 21, 2019, Yellowcake is additionally entitled to any and all information, data and records relating to the royalties and all other sources of income generated by, or derived from, the Catalog or any portion thereof, from any source and in any form whatsoever, whether such information, data or records were generated before or after the Effective Date.

Very truly yours,

  
Jesus Chavez, Sr., dba  
Enoch Records

Address: 5196 E. Drummond Ave  
Fresno, CA 93725  
Telephone: (559) 720-3291



**Form DCS (Document Cover Sheet)**  
**For Recordation of Documents under 17 U.S.C. §205**  
**UNITED STATES COPYRIGHT OFFICE**

Privacy Act Notice: Sections 205 and 705 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information (PII) requested on this form. PII is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports prepared for the public. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).

**Send to:** Library of Congress, Copyright Office-DOC, LM 433, 101 Independence Avenue SE, Washington, DC 20559-6000  
**If submitting a DOMW, send to:** Copyright Office-DOMW, P.O. Box 71537, Washington, DC 20024-7537

To the Register of Copyrights: Please record the accompanying document.

**IMPORTANT:** Please read all instructions for completing this form. If you have enclosed an electronic title list or if your document is a Declaration of Ownership in a Musical Work (DOMW), check the appropriate box(es) on the top of this page.

<b>1</b> Title of first work provided in document	Los Principios (Album: 15 Corridos Inmortales)
<hr/>	
<b>2</b> Total number of titles in document	138
<hr/>	
<b>3</b> Page number(s) in document where titles information can be located	11
<hr/>	
<b>4</b> Amount of fee calculated	\$ 330 <i>(Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))</i>
<hr/>	
<b>5</b> Fee enclosed	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Fee authorized to be charged to Copyright Office deposit account
Deposit account number _____	
Deposit account name _____	
<hr/>	
<b>6</b> Return receipt requested	<input checked="" type="checkbox"/> If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope
<hr/>	
<b>7</b> Redacted document	<input checked="" type="checkbox"/> Check if document is redacted <input type="checkbox"/> Check if a written justification for redacted material not enumerated in 37 C.F.R. § 201.4(d)(4)(i) is enclosed
<hr/>	
<b>8</b> English translation	<input type="checkbox"/> Check if an English translation of non-English material is enclosed
PLF000040	

Electronic Title List Enclosed

Declaration of Ownership in a Musical Work (DOMW)

If DOMW is checked, an electronic title list must be enclosed and "Electronic Title List Enclosed" must also be checked.

DO NOT WRITE IN THIS BOX	
Volume	Document
9970	519
SR# 1-8592316338 2 24 2020	
Date of recordation M (ASSIGNED BY THE COPYRIGHT OFFICE)	



**9 Document type***(Check the one that best describes the document.)*

Assignment    Exclusive License    Non-Exclusive License  
 Change of Address    Mortgage or Security Agreement  
 Affidavit/Declaration/Certification    Court Order    Will  
 Change of Name (e.g., via merger agreement, amendment to articles of incorporation)  
 Other \_\_\_\_\_

**10 Document's Date of Execution**

March 21, 2019

**11 Party Information***(Provide the names of all parties to the document and the nature of their respective relationships to the document, including which party, if any, is the current copyright owner of the works to which the document pertains. A mailing address must also be provided if submitting a DOMW and may be voluntarily provided for all other documents. If more space is needed, attach an additional sheet.)*

KEVIN BERGER

Name \_\_\_\_\_

Assignee

Relationship \_\_\_\_\_

701 E Canal Drive

Number/Street \_\_\_\_\_

Turlock

Apt/Suite \_\_\_\_\_

95380

City \_\_\_\_\_

CA

State \_\_\_\_\_

Zip \_\_\_\_\_

Jesus Chavez, Sr.

Name \_\_\_\_\_

Assignor

Relationship \_\_\_\_\_

5196 E. Drummond Ave

Number/Street \_\_\_\_\_

Fresno

Apt/Suite \_\_\_\_\_

City \_\_\_\_\_

CA

93725

State \_\_\_\_\_

Zip \_\_\_\_\_

List continued on an attached additional sheet

**12 Remitter Information and Certifications***(You, the individual actually submitting this form and the attached document to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the document is successfully recorded.)**I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying document, and any other enclosed materials to the U.S. Copyright Office for recordation, and all information I have submitted is true, accurate, and complete to the best of my knowledge.**I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.*Signature 

02-20-2020

Name \_\_\_\_\_

Kevin Berger

Title/Organization \_\_\_\_\_

YELLOWCAKE, INC.

Number/Street \_\_\_\_\_

701 E Canal Drive

Apt/Suite \_\_\_\_\_

City \_\_\_\_\_

Turlock

CA

95380

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone number \_\_\_\_\_

209-667-5717

Fax number \_\_\_\_\_

Email \_\_\_\_\_

yellowcakecorp@gmail.com

*If you are not a party to the document, describe your relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).*

**13 Document Certifications**

*(These certifications can be made either by the remitter identified on the previous page or another individual.)*

Original document enclosed  Official certification enclosed

*I certify under penalty of perjury under the laws of the United States of America that the following is true and correct: (Check the box next to each certification being made. The first is always required. The second is required if an original document or official certification is not enclosed. If a different individual is making each one, complete and attach an additional copy of this page.)*

*The accompanying document being submitted to the U.S. Copyright Office for recordation satisfies, to the best of my knowledge, the signature, completeness, legibility, and, if redacted, redaction requirements for recordation as specified in 37 C.F.R. § 201.4.*

*The accompanying document being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed document.*

*I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.*

Signature  Date 02-20-2020

**Certifier Information**

*(This information is only required if an individual other than the remitter identified on the previous page is making the above certifications.)*

Name \_\_\_\_\_

Title/Organization \_\_\_\_\_

If the certifier is not a party to the document, describe the certifier's relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_